

Transfer of Service Packet

For New Property Owners and Businesses

This packet is for transferring service to new owners and businesses. For contract purchases, the seller will be considered the landlord, until the deed is transferred to the purchaser.

**Please see new service packets for new connections*

The following forms are included in this packet:

- **Membership Application** – Please complete the customer section
- **Membership Agreement** – Please sign and date at the bottom of the form
- **Data Collection Form** – Please check the applicable descriptions
- **Water Utility Easement** – This form needs to be signed by everyone listed on the deed to the property, as current owners. Please sign the easement the same way the deed is signed. This form must be notarized when signing. We offer that service at no charge in our office, or you can take it somewhere else to have it notarized, based upon your convenience and availability
- **Basic Information for Customers Form** – This sheet is for your records. We do not need it to be returned to us

In addition to the forms included in this packet, we also need the following items to be submitted:

- **Property Deed** – If the recorded copy is available, please send a copy of it. However, if closing has taken place recently, the deed will not have been recorded yet, so please send a copy of the deed you received at closing. There may be an attachment for the deed with the legal description. If so, we need a copy of that as well
- **Driver's Licenses** – Please send a copy of the photo I.D. for everyone who will be on the account. For businesses, we need the tax ID#. It is not necessary for a person to be listed on the deed in order to be on the account. Anyone who will need to conduct business on the account should consider being added onto it. Please be advised that when the membership is due to be refunded, the check will be payable to all names on the account
- **Payment** – We accept most major debit and credit cards, cash, check and money order. We must receive the full membership and installation fee, if applicable, in order to transfer the account

MEMBERSHIP APPLICATION

Morgan County Rural Water Corporation
PO Box 1575 1395 E Shore Drive
Martinsville, IN 46151
765-342-7370 MCRW.org

DATE: _____

(Office to complete)

ACCOUNT #: _____

LOCATION #: _____

(Member to complete)

NAME: _____

BUSINESS NAME _____

TAX ID _____

SERVICE ADDRESS: _____

Martinsville, IN 46151

Mooreville, IN 46158

Monrovia, IN 46157

Eminence, IN 46125

Gosport, IN 47433

Paragon, IN 46166

Quincy, IN 47456

PHONE _____ PHONE _____ PHONE _____

EMAIL _____

****If billing address is different than service address

BILLING ADDRESS: _____

CITY _____ STATE: _____ ZIP: _____

List of Charges for Transfers of Service

Membership fee (refundable) \$ 200.00

Reconnect fee (non-refundable) * \$ 15.00

*The reconnect fee is due if the service is currently inactive OR the new owner has **not** started service with MCRW within one week of possession of the home

Total Amount Due *without* installation fee \$200.00

Total Amount Due *with* installation fee \$215.00

COMMENTS: _____

MORGAN COUNTY RURAL WATER CORPORATION
MEMBERSHIP AGREEMENT

THIS AGREEMENT ENTERED INTO THE DAY AND DATE HEREINAFTER INDICATED, BETWEEN THE MORGAN COUNTY RURAL WATER CORPORATION (MCRW), HEREINAFTER CALLED THE COMPANY,
AND _____, A MEMBER OF THE COMPANY,
HEREINAFTER CALLED THE MEMBER, WITNESSTH:

WHEREAS, THE MEMBER DESIRES TO PURCHASE WATER FROM THE COMPANY AND TO ENTER INTO A WATER USER'S AGREEMENT AS REQUIRED BY THE BY-LAWS AND RULES AND REGULATIONS OF THE COMPANY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND SAID AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO CONTRACT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. THE COMPANY SHALL FURNISH, SUBJECT TO THE LIMITATIONS HEREINAFTER PROVIDED FOR, SUCH A QUANTITY OF WATER AS THE MEMBER MAY DESIRE IN CONNECTION WITH HIS OCCUPANCY OF
PROPERTY SITUATED AT: _____
2. THE MEMBER SHALL PAY FOR SUCH WATER AT SUCH RATES, TIME AND PLACE AS SHALL BE DETERMINED BY THE COMPANY.
3. THE COMPANY SHALL PURCHASE AND INSTALL A METER PIT, METER PIT COVER, METER SETTER WITH A CUT-OFF VALVE, AND METER AT EACH SERVICE. THE METER PIT SHALL BE INSTALLED AS NEAR AS POSSIBLE TO THE WATER MAIN BUT ON THE MEMBERS PROPERTY AND AS NEAR AS IS FEASIBLE TO THE POINT OF DESIRED USE BY THE MEMBER. THE LOCATION OF THE METER PIT SHALL BE SUCH THAT SURFACE WATER WILL NOT RUN INTO THE PIT AND AWAY FROM ANY SHRUBBERY THAT MIGHT INTERFERE WITH THE READING OF THE METER. **THE COMPANY SHALL RETAIN OWNERSHIP OF THE METER AND APPURTENANCES AND SHALL HAVE THE EXCLUSIVE RIGHT TO USE THE SHUT-OFF VALVE AND TO TURN IT ON AND OFF.**
4. THE COMPANY SHALL HAVE THE FINAL JURISDICTION IN ANY QUESTION OF THE LOCATION OF ANY SERVICE CONNECTED TO ITS DISTRIBUTION SYSTEM. THE COMPANY SHALL DETERMINE THE ALLOCATION OF WATER TO THE MEMBER IN THE EVENT OF A WATER SHORTAGE.
5. THE MEMBER SHALL INSTALL AND MAINTAIN AT HIS OWN EXPENSE A SERVICE LINE FROM THE STUB PIPE OUTSIDE THE METER PIT TO THE POINT OF USE ON HIS PROPERTY. THE MEMBER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO COMPANY EQUIPMENT INSTALLED ON HIS PROPERTY.
6. THE MEMBER AGREES TO **CONNECT ONLY ONE PLACE OF RESIDENCE OR BUSINESS TO HIS SERVICE LINE.** AN RV OR MOBILE HOME SHALL CONSTITUTE A SECOND RESIDENCE.
7. THE MEMBER AGREES TO **MAINTAIN FREE AND UNOBSTRUCTED ACCESS** BETWEEN THE METER PIT AND THE ROAD OR STREET.
8. THE MEMBER AGREES **NOT TO PLANT TREES, ANNUAL PLANTS OR SHRUBS** WHICH MIGHT INTERFERE WITH THE READING OF THE METER.
9. THE MEMBER AGREES THERE **SHALL BE NO PHYSICAL CONNECTION BETWEEN A PIPE CONNECTED TO THE COMPANY'S DISTRIBUTION SYSTEM AND ANY OTHER SOURCE OF WATER.** THIS MEANS THERE SHALL BE NO SYSTEM OF VALVES BY WHICH THE MEMBER CAN SWITCH BACK AND FORTH BETWEEN A WELL OR CISTERN AND THE COMPANY SUPPLY. IF THE COMPANY FINDS SUCH A SYSTEM THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT REQUIRES US TO REMOVE THE METER IMMEDIATELY.
10. THE MEMBER AGREES THAT A FAILURE TO PAY WATER CHARGES SHALL RESULT IN THE IMPOSITION OF SUCH PENALTIES AND INTERRUPTION OR TERMINATION OF WATER SERVICES AS PROVIDED IN THE BY-LAWS AND RULES AND REGULATIONS OF THE COMPANY.
11. **THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.**

IN WITNESS WHEREOF, WE HAVE HEREUNTO EXECUTED THIS AGREEMENT THE _____ OF _____ 20_____.

MORGAN COUNTY RURAL WATER CORPORATION

Signature_____ Printed_____

Signature_____ Printed_____

MEMBER/MEMBERS

Cross-References:

Grantor's Deed of Record:

Instrument # _____ BK# _____ PG# _____ ; PLAT BK# _____ PG# _____

Served Property Deed of Record (if applicable):

Instrument # _____ BK# _____ PG# _____ ; PLAT BK# _____ PG# _____

Easement No.: _____

Parcel No.: _____

Acct. No.: _____

Engineering Plan Sheet No.(s): _____

WATER UTILITY EASEMENT

For and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I or we, the owner(s) of the Real Estate referenced below ("Grantor"), do or does hereby grant, convey, and warrant to MORGAN COUNTY RURAL WATER CORPORATION ("Grantee" or "Water Utility"), its successors and assigns, a temporary construction easement and a perpetual easement and right to enter upon, over, and across adjacent lands of the Grantor, with the right to place and lay, use and operate, maintain, repair, replace, and/or remove water utility facilities (including water meter pits) (sometimes referred to herein collectively as "Water Facilities") in, under, on, through, over, and across the property legally described on the attached Exhibit A, incorporated herein, (the "Real Estate"), (commonly referred to as _____, located in SECTION _____ TOWNSHIP _____ RANGE _____ in _____ TOWNSHIP of Morgan County, Indiana). The location of the Permanent Water Utility Easement shall be a strip of land ten (10) feet on each side of the centerline of the Water Facilities installed on the Real Estate, wherever and whenever such Water Facilities are installed, which, subject to the terms of this Water Utility Easement, may be installed on the Real Estate at the discretion of the Water Utility at any time, and from time to time. Without limiting the foregoing, the Water Utility shall be entitled to use the land between the Water Utility's Water Facilities and the boundaries of the Real Estate in order to make new service connections and to install and connect new water main extensions into the Water Utility's Water Facilities installed within the Real Estate. The location of the Temporary Construction Easement shall be twenty feet (20') on each side of, parallel with, and adjacent to the Permanent Water Utility Easement.

1. The Water Facilities shall be installed so as to minimize interference with the use and enjoyment of the Real Estate. The user of the easement shall maintain the portion of the Permanent Water Utility Easement used by the user in a state of good repair and efficiency so that no unreasonable damages will result to the Grantor or to the Real Estate. The Water Utility shall restore all areas of the Real Estate disturbed pursuant to the Water Utility's use of this Easement to as good as, or better condition, to the extent reasonably possible (trees that must be cleared from the permanent easement area will not be replaced). Once the Water Facilities have been installed, Grantor shall not change the final grade of the Permanent Water Utility Easement area by more than twelve (12) inches. Grantor shall not allow any building, structure, improvement, trees, or any other obstruction to be constructed or placed upon any portion of the Permanent Water Utility Easement (except for perpendicular crossing of the Permanent Water Utility Easement area with roads, curbs, sidewalks, or driveways, so long as such structures do not change the final grade of the Permanent Water Utility Easement by more than twelve (12) inches). The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining within the Permanent Water Utility Easement area any earthen mound or series or system of earthen mounds. Any and all use of the Permanent Water Utility Easement area must not prevent the installation, use, maintenance, replacement, and removal of water utility facilities within the Permanent Water Utility Easement area. The Grantor reserves the use of the easement area to the extent not inconsistent with this grant of easement.

2. If a water tap is purchased from the Water Utility to serve the Real Estate, all privileges and obligations incident thereto as set forth in the rules, regulations, and policies of the Water Utility, its successors and assigns, shall be binding obligations on the parties hereto, their heirs, successors, and assigns.

3. This easement shall be used only for water utility facilities. If, after water utility facilities are installed, the easement provided for herein ceases to be used for water utility facilities, the easement shall revert back to the Grantor, its successors and assigns.

4. **Future Additional Connections.** In the event of a later request for an additional service connection for the Real Estate, the following shall apply as determined in the discretion of the Water Utility:

a. The meter pit and the associated service lateral located within the Permanent Water Utility Easement and serving the Real Estate shall be relocated, and the service lateral shall be replaced with a main extension to serve the multiple connections on the Real Estate.

b. The cost of such main extension shall be borne equitably by the members to be served by the main extension, as determined in the discretion of the Water Utility.

5. **Off-Site Easement and Future Additional Connections.** In the event the Water Facilities installed on the Real Estate are intended to directly serve and benefit property outside of the Real Estate, the description of such served property (the "Served Property") shall be attached hereto and incorporated herein as Exhibit B; this Water Utility Easement shall benefit the Served Property; and the owner of the Served Property shall be entitled to use and benefit from this Water Utility Easement under the same terms as the Water Utility, provided that the owner of the Served Property executes this Water Utility Easement in the space provided below. By executing below, the owner of the Served Property agrees to the terms of this Water Utility Easement and agrees as follows:

a. The Water Utility shall have a temporary construction easement and a perpetual easement and right to enter upon, over, and across adjacent lands of the owner of the Served Property, with the right to place and lay, use and operate, maintain, repair, replace, and/or remove Water Facilities in, under, on, through, over, and across the Served Property, and the location of the permanent water utility easement on the Served Property shall be a strip of land ten (10) feet on each side of the centerline of the Water Facilities installed on the Served Property, wherever and whenever such Water Facilities are installed, which, subject to the terms of this Water Utility Easement, may be installed on the Real Estate at the discretion of the Water Utility at any time. Without limiting the foregoing, the Water Utility shall be entitled to use the land between the Water Utility's Water Facilities and the boundaries of the Served Property in order to make new service connections and to install and connect new water main extensions into the Water Utility's Water Facilities installed within the Served Property. The location of the temporary construction easement shall be twenty feet (20') on each side of, parallel with, and adjacent to the permanent water utility easement. The easement rights provided under this subsection shall be subject to the terms provided under Sections 1, 2, 3, 4, and 6 of this Water Utility Easement, but with the "Served Property" substituted for the "Real Estate", and the "owner of the Served Property" substituted for "Grantor."

b. In the event of a later request for an additional service connection for the Served Property, the following shall apply as determined in the discretion of the Water Utility:

i. The meter pit and the associated service lateral located within the Permanent Water Utility Easement and serving the Served Property shall be relocated, and the service lateral shall be replaced with a main extension to serve the multiple connections on the Served Property.

ii. The cost of such main extension shall be borne equitably by the members to be served by the extension, as determined in the discretion of the Water Utility.

6. The provisions of this Water Utility Easement shall run with the land. The Grantor represents and warrants that they are all of the owners of the Real Estate and that they have the right, title, and capacity to grant this easement under the terms provided herein, that there are no contract purchasers of the Real Estate that have not executed this instrument, that there are no persons holding an

7. option to purchase all or any part of the Real Estate that is enforceable or exercisable now or at any time in the future that have not executed this instrument, and that there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed.

IN WITNESS WHEREOF, Grantor(s) has(have) executed this Water Utility Easement, this _____ day of _____, _____.

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, _____, personally appeared _____ who duly acknowledged the execution of the foregoing grant of easement.

My Commission Expires:

Signature: _____
Printed: _____ Notary Public
Resident of _____ County, IN

Commission Number:

This instrument was prepared by Stephen K. Watson, Williams Barrett & Wilkowsky, LLP, 600 N. Emerson Avenue, P.O. Box 405, Greenwood, Indiana 46142, (317) 888-1121.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. _____

MORGAN COUNTY RURAL WATER CORPORATION (MCRW)
P.O. BOX 1575
MARTINSVILLE, IN 46151

(FYI - Keep)

BASIC INFORMATION FOR MEMBERS

Office Location - 1395 E. Shore Drive, entrance to Lake Edgewood at State Road 67 North
Office Hours - 8:00 am to 4:30 pm, weekdays
Telephone # - 765-342-7370 or fax # 765-342-5141 (Voice mail is used for all calls after hours.)

MEMBERSHIP

Each applicant for water service must sign a Membership agreement, insure that a utility easement is provided; pay a **refundable \$200.00 Membership fee** for each service connection; a non-refundable Connection fee (new connections only); and a non-refundable System Development Charge, "SDC" (new connections only), according to the schedule below:

<u>Meter size</u>	<u>Connection</u>	<u>SDC</u>
5/8 - 3/4"	\$1960.00	\$ 500.00
1"	(Quotes available	\$1,250.00
1 1/2"	upon request,	\$2,500.00
2"	for	\$4,000.00
3"	larger meters)	\$7,500.00

This permits one (1) line from the meter to the place of service. Additional memberships and connections must be purchased to serve more than one (1) household on the same property. **NO CONNECTION BETWEEN THIS SYSTEM AND ANY OTHER SOURCE OF WATER IS PERMITTED, BY ORDER OF THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.** If an interconnection is found, the service must be disconnected for the safety of our other members. Call the office about the safe and legal use of a second water source.

REQUEST FOR SERVICE

All requests for service must be made through the office with the applicable fees and charges paid in advance. All work orders are issued from the office. Any service work accomplished by MCRW must be paid before a meter will be installed to activate service.

WATER BILLS

Meters are read the third week of every month, approximately every thirty (30) days. In the event of severe weather, your bill may be estimated. **Bills are mailed out the last day of every month. Your bill card should reach you the first week of the month in which it is due. Bills are due by the 17th of every month, even if a bill card is not received. When paying AFTER the 17th, a late charge must be added. Past due notices are mailed on the 18th and are due by the 25th of the month. Any account not paid before the 26th, is subject to disconnection.**

- **RATES AND LATE CHARGES** are set by the **Indiana Utility Regulatory Commission, (IURC)**, as follows:

First	2,500 gallons	\$ 10.93 per 1,000 gallons
Next	7,500 gallons	\$ 10.52 per 1,000 gallons
Next	15,000 gallons	\$ 8.10 per 1,000 gallons
Next	25,000 gallons	\$ 5.68 per 1,000 gallons
Next	50,000 gallons	\$ 3.29 per 1,000 gallons
- **MINIMUM MONTHLY BILL:** 0 - 2,500 gallons is **\$29.24** (\$27.33 plus Sales Tax of \$1.91), except that **Western Expansion customers will be charged an additional \$9.74 surcharge fee (plus sales tax of \$2.59) resulting in a minimum of \$39.66.**
- **LATE CHARGE:** 10% of the first \$3.00 plus 3% of the balance of the bill
- **DISHONORED CHECK CHARGE:** \$25.00, which must be paid in **CASH.**

RECONNECTION SERVICE CHARGE

To install a meter for an account that is inactive or has been disconnected for non-payment, a fee of **\$48.00** is required. This fee applies when our service personnel are dispatched to turn off or remove the meter. All payments on accounts must be made in our office. Our service personnel will not accept any funds. This charge together with any arrearage must be paid before service will be re-established. An additional \$29.00 charge applies for re-establishing service outside of normal business hours.

GENERAL SERVICE CHARGE

There will be a general service charge of \$15.00 for service calls, as well as a \$15.00 surcharge, for calls outside of normal business hours.

MISCELLANEOUS

Please notify the office concerning the sale of properties, transfer of service, water main extensions and rental accounts. We recommend that you install a shut-off valve in your plumbing system for emergencies. **You are responsible for the service line from the meter to the house, as well as all lines and appliances inside the home. It is also your responsibility to maintain the area around your meter pit. You could be charged for damages to installed equipment. Tampering with any lines or facilities of MCRW or permitting such activity by others may result in disconnection of service and/or legal action.** Membership and service is also subject to other rules and policies of MCRW, which are available for inspection upon request. In the event of any conflict between this Basic Information and the Schedule of Rates and Charges, and Rules and Regulations approved by the IURC (Schedule), the Schedule shall control.